

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM795081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Assurance Electrical, Heating & Cooling, LLC		03/09/2023	Limited Liability Company: DELAWARE
True North Heating, Cooling & Electric, LLC		03/09/2023	Limited Liability Company: DELAWARE
We Care Heating & Cooling, LLC		03/09/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4288504	GENSIZER	
<b>Registration Number:</b>	5865022	WE CARE HEATING & AIR	
<b>Registration Number:</b>	5865023	WE CARE HEATING & AIR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	415-268-7000		
<b>Email:</b>	khoover@mofa.com		
<b>Correspondent Name:</b>	Morrison & Foerster LLP		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 2:</b>	Attn: Muzamil Huq		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	78559-21		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/mhuq/		

CH \$90.00 4288504

<b>DATE SIGNED:</b>	03/16/2023
---------------------	------------

**Total Attachments: 5**

source=Apex - Trademark Security Agreement (March 2023)#page1.tif

source=Apex - Trademark Security Agreement (March 2023)#page2.tif

source=Apex - Trademark Security Agreement (March 2023)#page3.tif

source=Apex - Trademark Security Agreement (March 2023)#page4.tif

source=Apex - Trademark Security Agreement (March 2023)#page5.tif

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (including all annexes, exhibits and schedules hereto, as the same may be amended, restated, amended and restated, modified and/or supplemented from time to time, this “**Trademark Security Agreement**”) dated as of March 9, 2023 is made by each of Assurance Electrical, Heating & Cooling, LLC, a Delaware limited liability company, True North Heating, Cooling & Electric, LLC, a Delaware limited liability company, and We Care Heating & Cooling, LLC, a Delaware limited liability company (collectively, the “**Grantors**” and each, a “**Grantor**”) in favor of Antares Capital LP (“**Antares**”), as administrative agent (in such capacity, together with its successors and permitted assigns, “**Agent**”) for the Secured Parties (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Credit Agreement, dated as of July 31, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Credit Agreement**”), by and among Apex Service Partners Intermediate, LLC, a Delaware limited liability company (“**Holdings**”), Apex Service Partners, LLC, a Delaware limited liability company (“**Borrower**”), the other Persons party thereto that are designated as a Credit Party (as defined therein), Agent and the Lenders, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein; and

**WHEREAS**, each Grantor is a party to that certain Guaranty and Security Agreement, dated as of July 31, 2019 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “**Guaranty and Security Agreement**”), in favor of Agent, pursuant to which each Grantor has agreed to guarantee the Secured Obligations (as defined in the Credit Agreement) of Borrower and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. **Notice of Security Interest in Trademark Collateral.** Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, pursuant to the Guaranty and Security Agreement, mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto (but excluding any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with the United States Patent and Trademark Office with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law);

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

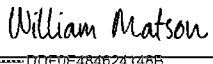
6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

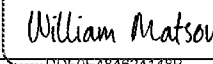
IN WITNESS WHEREOF, each undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

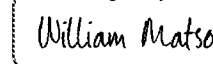
ASSURANCE ELECTRICAL, HEATING &  
COOLING, LLC,  
as a Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: William Matson  
Title: Group President

TRUE NORTH HEATING, COOLING & ELECTRIC,  
LLC,  
as a Grantor

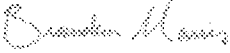
DocuSigned by:  
  
By: \_\_\_\_\_  
Name: William Matson  
Title: Group President

WE CARE HEATING & COOLING, LLC  
as a Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: William Matson  
Title: Group President

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By:   
Name: Brandon Morris  
Its: Duly Authorized  
Signatory

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 008023 FRAME: 0631**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner/ Applicant	Title/ Trademark	Jurisdiction	Application/ Registration/ Book No.	Filing / Application Date
Assurance Electrical, Heating & Cooling, LLC	GENSIZER	US	Reg. No. 4288504	02/12/2013
True North Heating, Cooling & Electric, LLC	True North Home Services	OH	Reg. No. 20221240356 2	4/1/2022
	K.M.A.Electric	OH	Reg. No. 1454027	3/18/2004
We Care Heating & Cooling, LLC	We Care Heating & Air	US	Reg. No. 5,865,022	09/24/2019
		US	Reg. No. 5,865,023	09/24/2019